

RESOLUTION NO. 1958

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
DILBECK AND SONS, INCORPORATED FOR
CONSTRUCTION OF PUBLIC RESTROOMS
AT VOSTI PARK


BE IT RESOLVED by the City Council of the City of Soledad that the City Manager be and he is hereby, authorized and directed to execute with Dilbeck and Sons, Incorporated, an agreement to construct public restrooms at Vosti Park, in the form of the document hereunto attached, marked "Exhibit A", and by reference made a part hereof.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 9th day of January, 1990, by the following vote:

- AYES, and in favor thereof Councilmembers: Campos, Holguin, Ledesma, Mayor Ortiz
- NOES, Councilmembers: None
- ABSENT, Councilmembers: None


MAYOR OF THE CITY OF SOLEDAD

ATTEST:


CITY CLERK OF THE CITY OF SOLEDAD

CONTRACT

THIS AGREEMENT is made by and between the CITY OF SOLEDAD, a municipal corporation of the State of California, hereinafter called "Owner," and DILBECK & SONS, INCORPORATED, a California corporation, hereinafter called "Contractor."

In consideration of the mutual covenants, conditions and agreements herein set forth, the said parties agree as follows:

1. Project Description. The project consists of the construction of masonry public restroom facilities, including all plumbing, electrical and painting work, to be located at 160 Park Street in the City of Soledad, according to the August, 1988 Contract Documents and plans and specifications prepared by Hanna & Brunetti, Engineers; subject, however, to the changes and modifications in the plans and specifications as noted on the project drawings and initialed by the parties hereto.

2. Contract Documents. Included and incorporated herein by reference are the August, 1988 Contract Documents: (a) the project Plans and Specifications, and addenda thereto, as changed and modified on the drawings in the manner referred to in Paragraph 1, above, (b) the Invitation to Bid, (c) the Instructions to Bidders, (d) the General Conditions, (e) the Supplementary Conditions and Technical Specifications attached to the General Conditions, (f) the Contractor's Proposal dated December 18, 1989, (g) the Contractor's Performance Bond, (h) the Contractor's Payment Bond, (i) the Contractor's Builders Risk All Risk Insurance policy, and (j) the current minimum wage rates as ascertained by the California Director of Industrial Relations, all of which, together with this Contract, comprise the entire agreement between he parties hereto and supersede all prior negotiations, representations, and oral or written agreements with respect to the project.

3. Performance of Work. Contractor agrees to furnish all labor, tools, appliances, equipment, plant and transportation, and to do all things necessary and incidental to complete the construction of the project in accordance with the Contract Documents.

4. Commencement and Completion of Work. The date of commencement of work shall be that fixed in a Notice to Proceed to be issued by the Owner. The Contractor shall substantially complete the work within one hundred twenty (120) working days from the date of commencement, subject to adjustments in the contract time as provided in the Contract Documents.

Exhibit "A"

the contract time as provided in the Contract Documents.

5. Contract Price. The Contract Price shall be that set forth in the Contractor's Proposal referred to in Paragraph 2 above.

6. Payment. Owner shall pay the Contractor for its performance of the Contract the Contract Price specified in Paragraph 5 above.

7. Progress Payments. Progress payments shall be made to Contractor in accordance with the Progress Payment Schedule incorporated in the Contractor's Proposal. Said Progress Payment Schedule shall supersede and replace all other provisions in the Contract Documents relating to progress payments to the extent that such other provisions are inconsistent with said Progress Payment Schedule.

8. Final Payment. Final payment, constituting the entire unpaid balance of the Contract Price, shall be made by Owner when: (a) the Contract has been fully performed by Contractor, except for Contractor's responsibility to satisfy requirements which necessarily survive final payment, (b) a Notice of Completion for the project has been recorded by Owner, and (c) thirty-five (35) days have elapsed since the date of recordation of the Notice of Completion.

9. Miscellaneous Provisions.

(a) Workers' Compensation Certificate. In accordance with Sections 1860 and 1861 of the California Labor Code, the Contractor shall, prior to beginning work under the Contract, sign and file with Owner the following certificate:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(b) Liquidated Damages. The parties hereto agree that in case all of the work required to be performed by this Contract is not completed before or upon the expiration of the time limit specified in the Contract Documents, damage will be sustained by Owner; that it is impracticable to determine the actual damage Owner will sustain by reason of such delay, and it is therefore agreed that the Contractor will pay to the Owner the sum of Two Hundred Dollars (\$200.00) per day for each day between the completion date required by the Contract Documents and the date of final acceptance by the owner, as

Contractor agrees to pay the same as herein provided. In case such liquidated damages are not paid, the Contractor agrees that the amount thereof may be deducted by the Owner from any monies due or to become due to Contractor under the Contract, or, if said amount is not sufficient, the Owner may recover from the Contractor the total amount. No liquidated damages shall be assessed for delays due to acts of God, acts of the Owner, criminal acts, fire, flood, storm, strikes, lockouts, or other causes beyond Contractor's control.

(c) Substitution of Securities in Lieu of Retainage. The Contractor may elect to receive 100 percent of payments due under the Contract Documents from time to time, without retention from any portion of the payment by the Owner, by depositing securities of equal value with the Owner in accordance with the provisions of Section 4590 of the California Government Code. Such securities, if deposited by the Contractor, shall be valued by the Owner, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in Section 4590 and Section 16430 of the California Government Code.

10. Amendments. No amendment of this contract, or of any provision contained in any of the Contract Documents, shall be effective for any purpose unless the same is expressed in writing and is signed by both Owner and Contractor.

11. Binding Effect. All of the terms, provisions and conditions contained in the Contract Documents shall be binding upon, and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties have executed this Contract as of the 18th day of December, 1989.

OWNER:

CITY OF SOLEDAD, a municipal corporation,

By 

City Manager

CONTRACTOR:

DILBECK & SONS, INCORPORATED, a California corporation,

By 

Title: President

**DILBECK
&
SONS**
INCORPORATED
GENERAL CONTRACTORS



P O BOX 6088 • SALINAS, CALIFORNIA 93912 • TELEPHONE (408) 422-8213

December 18, 1989

George Rifa
City of Soledad
647 Front Street
Soledad, CA

Re: Soledad City Restrooms

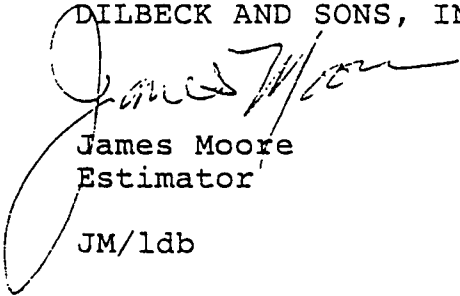
After reviewing the above mentioned plans and specifications. and the revisions made to the project as shown on the corrected building department set of drawings, signed and dated by both me and the building official, our base bid proposal would be Forty-Two Thousand Seven Hundred Seventy-Nine Dollars and no cents.

We will need approximately 120 calendar days to complete this project once the notice to proceed is issued.

Attached is a breakdown for your use.

Thank you.

DILBECK AND SONS, INC.


James Moore
Estimator

JM/ldb

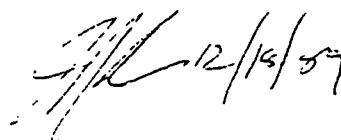

12/14/89

Exhibit A

ESTIMATE : 5- SOLEDAD CITY RESTROOMS
 ALTERNATE : BASE BID

ESTIMATE IS COMPLETE

PHASE #	MARK UPS->		LABOR	MATERIAL	SUB	EQUIPMENT	OTHERS	TOTAL
		SUB-CONTRACTOR						
2- 200-		SITE EXCAVATION	BECK	-	-	1,400	-	1,400
3- 175-		BUIDING FOUNDATIONS & SLABS	LUBIN	-	-	630	-	630
3- 200-		REINFORCING STEEL	ASSOCIATED	-	-	750	-	750
3- 0000-		TOTAL CONCRETE USAGE		-	1,081	-	-	1,081
4- 200-		C,M,U, MASONRY	ROSSI	-	-	6,250	-	6,250
5- 500-		MISC. FABRICATED IRON	HUTCHS	-	-	300	-	300
6- 0000-		TOTAL LUMBER USAGE		-	1,771	-	-	1,771
6- 0250-		DILBECK WORK		3,577	-	-	-	3,577
7- 310-		SHINGLES	COFFEE	-	-	700	-	700
7- 600-		FLASHING & SHEET METAL	VALS	-	-	-	-	-
7- 810-		SKYLIGHTS	COAST COUNTIES	-	-	1,200	-	1,200
8- 110-		HOLLOW METAL	INTERSTATE DOOR	-	-	1,300	-	1,300
8- 700-		FINISH HARDWARE	INTERSTATE DOOR	-	-	-	-	-
9- 900-		PAINTING	BENOIT	-	-	1,500	-	1,500
10- 150-		TOILET PARTITIONS	PENNISULA SHOWER	-	-	2,557	-	2,557
10- 800-		TOILET ACCESSORIES	PENNISULA SHOWER	-	-	-	-	-
15- 400-		PLUMBING	VALS	-	-	11,379	-	11,379
16- 100-		ELECTRICAL	CUSTOM	-	-	2,684	-	2,684

ESTIMATE : 5- SOLEDAD CITY RESTROOMS
ALTERNATE : BASE BID

ESTIMATE IS COMPLETE

MARK-UPS ->

	LABOR	MATERIAL	SUB	EQUIPMENT	OTHERS	TOTAL
COST TYPE TOTALS	3,577	2,852	30,650	0	0	37,079
MARK UPS					0	0
MARKED UP COST TYPE TOTALS	3,577	2,852	30,650	0	0	37,079
HOURS	154			0	0	

SUBTOTAL 37,079

ADD ON LINE	JC PHASE	JC COST TP	BASIS	SOURCE	METHOD	B/A	CONSTANT	AMOUNT
602 LABOR BURDEN UNION	1-8329-	OVERHEAD	COST TYPE	LABOR	PERCENT	B	57.00%	2,039
1003 SALES TAX MONTEREY COUNTY	1-8330-	OVERHEAD	COST TYPE	MATERIAL	PERCENT	B	6.00%	171

REGULAR ADD-ONS 2,210

GRAND TOTAL 39,289

7.00% GRAND TOTAL MARK UP 2,750

42,039

ADD ON LINE	JC PHASE	JC COST TP	BASIS	SOURCE	METHOD	B/A	CONSTANT	AMOUNT
303 BUILDERS RISK INSURANCE	1-8422-	OVERHEAD	GRAND TTL		PERCENT	B	0.25%	98
3002 PERFORMANCE BOND	1-8410-	OVERHEAD	GRAND TTL		TABLE	A	1	642

AFTER TOTAL ADD-ONS 42,779

BID TOTAL ***** 42,779

-- ESTIMATE CHECKS --
TOTAL MARK UPS TO NET LABOR : 76.88%
NET LABOR TO BID TOTAL : 8.36%
TOTAL MARK UPS TO BID TOTAL : 6.43%